

BILL NO. S-73-08-34

SPECIAL ORDINANCE NO. S- 94-73

AN ORDINANCE approving a contract with JOHN DEHNER, INC. for the paving of Clermont Avenue from Hessen Cassel Road to Wayne Trace.

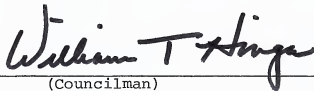
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA:

SECTION 1. The contract approved August 6, 1973, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and JOHN DEHNER, INC. for the paving of Clermont Avenue, as follows:

Clermont Avenue from the east property
line of Hessen Cassel Road to the west
property line of Wayne Trace

for a total cost of \$93,976.44 of which the City will be paying approximately 69% (\$65,000.00), all as more particularly set forth in said contract, which contract is on file in the office of the Board of Public Works, and is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


(Councilman)

APPROVED AS TO FORM
AND LEGALITY

CITY ATTORNEY

Read the first time in full and on motion by Hengo, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 8/4/73

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hengo, seconded by Talarico, and duly adopted, placed on its passage.
Passed (~~LOST~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
BURNS	<u>✓</u>	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____
KRAUS	<u>✓</u>	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____

DATE: 8-28-73

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~) No. A-94-73 on the 28th day of August, 1973.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winifred C. McQuinn
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of August, 1973, at the hour of 10:40 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 29th day of August, 1973, at the hour of 4:00 o'clock P. M., E.S.T.

John A. Reband
MAYOR

Bill No. S-73-08-34

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with JOHN DEHNER, INC. for the paving of
Clermont Avenue from Hessen Cassel Road to Wayne Trace.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Samuel J. Talarico

Paul M. Burns

William T. Hinga
John Nuckols
James S. Stier

Samuel J. Talarico
Paul M. Burns

DATE 8-28-73 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

August 7, 1973

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

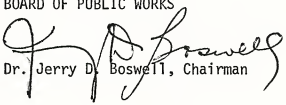
The Board has approved a contract with John Dehner, Inc. for the paving of Clermont Avenue from Hessen Cassel Road to Wayne Trace. The amount of the contract is \$93,976.44, of which the City will be paying approximately 69%. The balance is to be paid by the property owners under the Barrett Law plan.

Because the construction season is over one-half gone, the contractor, as well as the Board is most anxious to acquire Councilmanic approval so the project can be started and completed this year.

We are, therefore, requesting prior approval. The contract will be introduced in Council August 14, 1973 for regular processing and ordinance number.

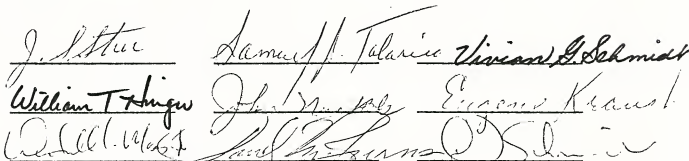
Very truly yours,

BOARD OF PUBLIC WORKS


Dr. Jerry D. Boswell, Chairman

JDB/ss

APPROVED:


J. Little, Samuel J. Talarico, Vivian A. Schmidt,
William T. Hinger, John J. ... Eugene Kraus,
... ..

MEMBERS OF THE COMMON COUNCIL

PROJECT: Clermont Avenue from E/P/L of Hessen Cassel Road to W/P/L of Wayne Trage
 DATE: July 24, 1973 RES. NO. 5633-1973 MATERIAL Concrete & Asphalt
 OFF FOR

CONTRACTORS			ESTIMATE	EXTENSION	JOHN DEHNER, INC.		L.W. DAILEY, INC.		UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
STREETS - ALLEYS - SIDEWALKS	QUAN.	UNIT - MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID						
309	Sq. Yds.	Conc. Pave. 6" Pl. Priv. Dr.	9.00	2,781.00	8.60	2,657.40	10.30	3,182.70						
65	Tons	#73 Stone 6" Comp. Agg.	4.00	260.00	5.60	364.00	5.50	357.50						
3,747	Sq. Yds.	Street Pave. 6" Pl. Conc.	7.50	28,102.50	8.07	30,238.29	8.40	31,474.80						
368	Sq. Yds.	Driveway Removal - Conc.	3.00	1,104.00	2.90	1,067.20	3.00	1,104.00						
765	Sq. Yds.	Driveway Removal - Asphalt	3.00	2,295.00	2.40	1,836.00	2.50	1,912.50						
190	Lin. Ft.	House Drains 4" Vit.	0.50	95.00	6.00	1,140.00	5.40	1,026.00						
2,215	Cu. Yds.	Excavation - Regular	3.00	6,645.00	3.30	7,309.50	3.50	7,752.50						
2,793	Sq. Yds.	Fine Grading - Disturbed area	0.25	698.25	0.60	1,675.80	0.30	837.90						
150	Lbs.	Seeding	2.00	300.00	1.80	270.00	1.00	150.00						
684	Lin. Ft.	2" Plastic Conduit	0.50	342.00	3.55	2,428.20	5.00	3,420.00						
40	Lin. Ft.	12" C.M.P. 14 Ga.	3.50	140.00	6.90	276.00	6.00	240.00						
500	Lin. Ft.	Clean Ditch	1.00	500.00	1.10	550.00	2.00	1,000.00						
17	Tons	Hot Asphalt Top 2"	15.00	255.00	17.50	297.50	20.00	340.00						
130	Tons	Private Dr. H.A.C. 4"	15.00	1,950.00	19.50	2,535.00	20.00	2,600.00						
53	Tons	Intersections H.A.C. 6"	15.00	795.00	16.50	874.50	20.00	1,060.00						
6	Each	New Manholes Std. 48"	600.00	3,600.00	374.50	2,247.00	600.00	3,600.00						
8	Each	New C.B. Constructed 48"	450.00	3,600.00	390.00	3,120.00	600.00	4,800.00						
3	Each	New Inlets Constructed 30"	280.00	840.00	205.00	615.00	350.00	1,050.00						
161	Lin. Ft.	12" Sewer Pipe R.C.P. Cl. IV	8.00	1,288.00	8.75	1,408.75	8.50	1,368.50						
232	Lin. Ft.	15" Sewer Pipe R.C.P. Cl. IV	15.00	3,480.00	15.40	3,572.80	12.00	2,784.00						
1,015	Lin. Ft.	18" Sewer Pipe R.C.P. Cl. IV	18.00	18,270.00	16.02	16,260.30	14.00	14,210.00						
350	Lin. Ft.	24" Sewer Pipe R.C.P. Cl. IV	22.00	7,700.00	19.20	6,720.00	18.00	6,300.00						
1	Each	Inlet Adj. & Set	200.00	200.00	80.00	80.00	100.00	100.00						
50	Sq. Yds.	Double Chip & Seal	1.75	87.50	2.50	125.00	3.00	150.00						
120	Cu. Yds.	Comp. Agg. Base #53's	6.00	720.00	8.80	1,056.00	7.00	840.00						
768	Cu. Yds.	Backfill Gravel (Grd. B Borrow)	5.00	3,840.00	5.40	4,147.20	6.50	4,992.00						
1	Each	Special M.H.'s Structure #1	1,500.00	1,500.00	1,105.00	1,105.00	2,000.00	2,000.00						
		Inspection (8%) Sewer Work		3,603.04										
		TOTALS		\$94,991.29		\$ 93,976.44		\$ 98,652.40						

CONTRACT

This Agreement, made and entered into this _____ day of AUG 6, 1973, 19____

by and between _____ JOHN DEHNER, INC. _____

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Clermont Avenue from the east property line of Hessen Cassel Road to the west property line of Wayne Trace.

by grading and paving the roadway to a width of twenty-seven feet with _____
(including curb)
6" Plain Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5633-1973 and at the following price per lineal foot:

at the following prices:

Concrete Pavement 6" Plain Private Drives	Eight dollars and sixty cents, per Square Yard	\$ 8.60
Stone #73 6" Comp. Agg. Private Drives	Five dollars and sixty cents, per ton	5.60
Street Pavement - 6" Plain Concrete Inc. Curb.	Eight dollars and seven cents, per Square Yard	8.07
Driveway Removal - Concrete	Two dollars and ninety cents, per Square Yard	2.90
Driveway Removal - Asphalt	Two dollars and forty cents, per Square Yard	2.40
House Drains 4" Vit.	Six dollars and no cents, per lineal foot	6.00
Excavation - Regular	Three dollars and thirty cents, per cubic yard	3.30
Fine Grading to include all disturbed areas	Sixty cents, per square yard	0.60
Seeding	One dollar and eighty cents, per lb.	1.80
2" Plastic Conduit	Three dollars and fifty five cents, per lineal foot	3.55
12" C.M.P. 14 Ga.	Six dollars and ninety cents, per lineal foot	6.90
Clean Ditch	One dollar and ten cents, per lineal foot	1.10
Hot Asphalt Top 2" (Intersections)	Seventeen dollars and fifty cents, per ton	17.50

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

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Driveway Removal - Concrete	Two dollars and ninety cents, per Square Yard	2.90
Driveway Removal - Asphalt	Two dollars and forty cents, per Square Yard	2.40
House Drains 4" Vit.	Six dollars and no cents, per lineal foot	6.00
Excavation - Regular	Three dollars and thirty cents, per cubic yard	3.30
Fine Grading to include all disturbed areas	Sixty cents, per square yard	0.60
Seeding	One dollar and eighty cents, per lb.	1.80
2" Plastic Conduit	Three dollars and fifty five cents, per lineal foot	3.55
12" C.M.P. 14 Ga.	Six dollars and ninety cents, per lineal foot	6.90
Clean Ditch	One dollar and ten cents, per lineal foot	1.10
Hot Asphalt Top 2" (Intersections)	Seventeen dollars and fifty cents, per ton	17.50
Private Drives - H.A.C. Top 4"	Nineteen dollars and fifty cents, per ton	19.50
Intersections - H.A.C. Binder 6"	Sixteen dollars and fifty cents, per ton	16.50
New Manholes Std. 48"	Three hundred seventy four dollars and fifty cents, each	374.50
New Catch Basins to be constructed 48"	Three hundred ninety dollars and no cents, each	390.00
New Inlets to be constructed 30"	Two hundred five dollars and no cents, each	205.00
12" Sewer Pipe R.C.P. Class IV	Eight dollars and seventy five cents, per lineal foot	8.75
15" Sewer Pipe R.C.P. Class IV	Fifteen dollars and forty cents, per lineal foot	15.40
18" Sewer Pipe R.C.P. Class IV	Sixteen dollars and two cents, per lin.Ft.	16.02
24" Sewer Pipe R.C.P. Class IV	Nineteen dollars and twenty cents, per lineal foot	19.20
Inlet Adjusted & Set to Grade	Eighty dollars and no cents, each	80.00
Double Chip and Seal	Two dollars and fifty cents, per Sq.Yd.	2.50

(Continued on Sheet 2)

at the following prices:

Compacted Aggregate Base #53's	Eight dollars and eighty cents, per cubic yard	8.80
Backfill Gravel (Trenches & Structures) Grade "B" Borrow	Five dollars and forty cents, per cubic yard	5.40
Special Manholes Structure #1	One thousand one hundred five dollars and no cents, each	1,105.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5633-1973 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within 60 days after contract is approved by City Council and in all respects completed ~~60 days before~~ XXXXXXXXXXXX, 19XX and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of AUG 6, 1973

JOHN DEHNER, INC.

BY: John Dehner

ITS:

PRESIDENT

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Don A. Hubert
R. D. Doan
Ronald E. Brown
William S. ...
Its Board of Public Works and Mayor.

GUARANTY BOND

Know All Men by These Presents, That we -----

-----JOHN DEHNER, INC.-----

Contractors

as principal, and UNITED STATES FIDELITY AND GUARANTY CO., BALTIMORE, MARYLAND-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of NINETY THREE THOUSAND

NINE HUNDRED SEVENTY SIX DOLLARS AND FORTY FOUR CENTS-----

-----(\$93,976.44)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----JOHN DEHNER, INC.-----

did on the 7 day of August, 1973

-----, enter into a contract with the City of Fort Wayne to construct a

Street

Pavement

on Clermont Avenue Street from the east property line of

Hessen Cassel Road to the west property line of Wayne Trace.

-----according to certain plans and specifications, and

for a period of three years

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said-----

-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 7 day of August, 1973

YASTE, ZENT & RYE, INC.

Authorized Agents

BY: Edward Shirley

JOHN DEHNER, INC.

(SEAL)

BY: John Dehner PRESIDENT (SEAL)

UNITED STATES FIDELITY & GUARANTY

BY: Edward Shirley (SEAL)

Attorney-in-fact

Approved this 6th

day of

August, 1973

Ronald J. Bonar
William P. Williams
Board of Public Works.

APPROVED AS 1

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we hereby certify that JOHN DEHNER, INC. has
insurance with this company, fully protecting and saving harmless and indemnifying
the City of Fort Wayne, Indiana from any losses in the amount of Five Thousand
Dollars (\$5,000.00).

as principal, and _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

_____ (\$ _____)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
~~all the conditions and stipulations therein contained,~~ except the warranty and guaranty of the pavement
as to the workmanship, material and conditions for the period of three(3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain
in full force and virtue in law and in the event the said City shall extend the time for the completion
of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 7 day of August, 1973

ASTE, ZENT & RYE, INC.
Authorized Agents

JOHN DEHNER, INC. (SEAL)

BY: John Dehner PRESIDENT (SEAL)

UNITED STATES FIDELITY & GUARANTY
BY: Donald Shirley (SEAL)

Attorney-in-fact

(SEAL)

Approved this 6th day of August, 1973

Ronald L. Bonar
Board of Public Works.

COMPLETED IN CITY ENGINEERING OFFICE

August 2, 1973

GENERAL POWER OF ATTORNEY

No. 81064

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse**

of the City of **Fort Wayne**, State of **Indiana**
its true and lawful attorney **S** in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~transacted~~ **anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse**

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **24th** day of **April**, A. D. 1970

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By **Karl H. Doerre**
Vice-President.

(SEAL) (Signed) **J. E. Dallam**
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this **24th** day of **April**, A. D. 1970, before me personally came

Karl H. Doerre, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **J. E. Dallam**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **Karl H. Doerre** and **J. E. Dallam** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 1970....

(SEAL) (Signed) **Herbert J. Aull**
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Herbert J. Aull**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and truly believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this **24th** day of **April**, A. D. 1970

(SEAL) (Signed) **Robert H. Bouse**
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, he allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

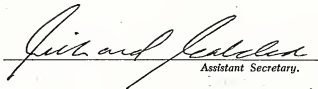
of **Fort Wayne, Indiana**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

August 7, 1973


Assistant Secretary.

REQUEST FOR ACTION

8-73-08-34

To: City Attorney David B. Keller
or
Associate City Attorney _____

John Fleck ✓

From: (Name, Title & Department) _____ Edna I. Smith, Clerk

Board of Public Works

Approved by _____

(Person authorized to forward legal work)

Date: _____ August 8, 1973

Subject: _____ Contract with John Dehner for the paving of Clermont Avenue from
(File subject designation) _____ Hessen Cassel Road to Wayne Trace.

File # Assigned by Records Librarian

_____ Ordinance #3214

Date: _____ August 8, 1973

Action Requested: _____ Please prepare an ordinance to be introduced in the

_____ Common Council Tuesday, August 14, 1973 for contract with John Dehner, Inc.

_____ for the paving of Clermont Avenue from Hessen Cassel Road to Wayne Trace

_____ in the amount of \$93,976.44.

(Continue on reverse side, if necessary)

cc: City Attorney David B. Keller
(If request originally sent to an Associate City Attorney)
Mayor Ivan A. Lebamoff
Department Head of Requesting Party

DIGEST SHEET

D-73-08-34 ✓

TITLE OF ORDINANCE Contract with John Dehner for paving of Clermont Avenue

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE For approval of contract of John Dehner, Inc.

in amount of \$93,976.44 for paving of Clermont Avenue.

See "Prior Approval" letter attached.

EFFECT OF PASSAGE Paving of Clermont Avenue from Hessen Cassel to Wayne Trace.

EFFECT OF NON-PASSAGE No improvement of Clermont Avenue

MONEY INVOLVED (Direct Costs, Expenditures, Savings)

\$93,976.44 of which the City will be paying approximately 69% (\$65,000.00).

ASSIGNED TO COMMITTEE (J.N.) FW

Wen

Prior approval

ORDINANCE CHECK-OFF SHEET

INFORMATION REGARDING ORDINANCE

CONTENTS OF ORDINANCE

BILL NO.	<i>S-73-08-34</i>
ORDINANCE NO.	<i>S-94-73</i>
REGULAR SESSION	<i>Aug 14</i>
SPECIAL SESSION	
APPROVED AS TO FORM AND LEGALITY	<i>Keller</i>
BILL WRITTEN BY	<i>Ed. of Public Works</i>
DATE INTRODUCED	<i>Aug 14</i>
REFERRED TO SAID STANDING COMMITTEE	<i>Designs</i> <i>Indemnity</i>
REFERRED TO CITY PLAN	
LEGAL PUBLIC HEARING	
LEGAL PUBLICATION	
JOINT HEARING	
DEPARTMENT HEARING	
HOLD FILE	
<input checked="" type="checkbox"/> PASS	<i>Aug. 28</i>
DO NOT PASS	
WITHDRAWN	
SUSPENSION OF RULES	
<input checked="" type="checkbox"/> PRIOR APPROVAL	<i>Aug 7</i>
ORDINANCE TAKEN OUT OF OFFICE	
OTHER INSTRUCTIONS REGARDING ORDINANCE	
CORRECTIONS MADE TO ORDINANCE	
PEOPLE SPEAKING FOR ORDINANCE	
PEOPLE SPEAKING AGAINST ORDINANCE	

<input checked="" type="checkbox"/>	COMMITTEE SHEET
<input checked="" type="checkbox"/>	VOTE SHEET
<input checked="" type="checkbox"/>	PURCHASE ORDERS - <i>Contracts + Bonds</i>
<input checked="" type="checkbox"/>	BIDS ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM
	LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY
	COMMUNICATIONS FROM
	ZONING MAPS
	ABSTRACTS
	TITLES
	PRIOR APPROVAL LETTER

Designs

COUNCILMAN'S VOTE

	AYES	NAYS	ABSENT
BURNS	<input checked="" type="checkbox"/>		
HINGA	<input checked="" type="checkbox"/>		
KRAUS	<input checked="" type="checkbox"/>		
MOSES	<input checked="" type="checkbox"/>		
NUCKOLS	<input checked="" type="checkbox"/>		
D. SCHMIDT	<input checked="" type="checkbox"/>		
V. SCHMIDT	<input checked="" type="checkbox"/>		
STIER	<input checked="" type="checkbox"/>		
TALARICO	<input checked="" type="checkbox"/>		

COMMENTS: